

United States District Court
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

MONTERIO J. WESCO

v.

JOHN COLLINS and NAVY
FEDERAL CREDIT UNION

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CIVIL ACTION NO. 3:23-CV-2582-S-BK

**ORDER ACCEPTING FINDINGS, CONCLUSIONS, AND RECOMMENDATION
OF THE UNITED STATES MAGISTRATE JUDGE**

The United States Magistrate Judge made findings, conclusions, and a recommendation in this case. Objections were filed. The District Court reviewed de novo those portions of the proposed findings, conclusions, and recommendation to which objection was made, and reviewed the remaining proposed findings, conclusions, and recommendation for plain error. Finding no error,¹ the Court **ACCEPTS** the Findings, Conclusions, and Recommendation of the United States Magistrate Judge.

SO ORDERED.

SIGNED April 17, 2024.


UNITED STATES DISTRICT JUDGE

¹ Plaintiff filed a second amended complaint with his objection. *See* ECF No. 15 (“Second Amended Complaint”). Even if the Court granted leave to file the Second Amended Complaint—which it has not—the Court finds that the Second Amended Complaint does not cure the errors identified in the findings, conclusions, and recommendation as to the claims raised in the first amended complaint. The Second Amended Complaint adds new claims of breach of contract and gross negligence. *See* Second Am. Compl. 6-8. These conclusory claims are pleaded with insufficient specificity to state a claim upon which relief may be granted. *See PHP Agency, Inc. v. Martinez*, No. 3:21-CV-00418-X, 2022 WL 4485828, at *3 (N.D. Tex. Sept. 27, 2022) (“To sufficiently allege a breach of contract claim, a plaintiff must identify a specific provision of the contract which the defendant allegedly breached.” (citation omitted)); *Phillips v. Cero’s L.L.C.*, No. 22-10617, 2022 WL 16956798, at *2 (5th Cir. Nov. 16, 2022) (explaining that boilerplate allegations of negligence are insufficient to plead negligence (citations omitted)).